

EHF

LEGAL BODIES JOURNAL

ISSUE N° 8

ous]
st² /dʒʌ
justice /'dʒ
ness, equ
of a ca
tle; i
th



hummel

EHF
EURO 2022
SERBIA - NORTH MACEDONIA - MONTENEGRO

Table of Contents

TABLE OF CONTENTS	1
FOREWORD OF THE PRESIDENTS	2
STATISTICS SEASON 2021/22	3
Cases Court of Handball	
Case n° 22 20728 1 1 CoH	4
<i>Failure to play matches; Decision not to travel; Fine; Qualification for the EHF European Cup.</i>	
Case n° 21 20681 2 1 CoH	6
<i>Signature of two contracts during the same period; Fine; Suspension; Probationary Sanction.</i>	
Case n° 21 20700 1 1 CoH	9
<i>Anti-Doping Rule Violation; Suspension; Period of Ineligibility.</i>	
Case n° 21 20689 1 1 CoH	13
<i>Advertising Set-Up; Non-Authorised Advertisings; Fine.</i>	
Case n° 22 20731 5 1 CoH	15
<i>Protest; Suspension; EXEC Decision; Invasion.</i>	
Case n° 21 20692 4 1 CoH	19
<i>Advertising Set-Up/Floor Sticker; Unauthorised Advertising; Fine.</i>	
Cases Court of Appeal	
Case n° 22 20684 1 2 CoA	22
<i>Validity of international transfer certificate; Signature of two contracts during the same period.</i>	
Case n° 22 20728 1 2 CoA	25
<i>Failure to play matches; Decision not to travel; Fine; Qualification for the EHF European Cup.</i>	

Foreword of the Presidents

Dear handball friends,

I am pleased to introduce for the second time a publication of the EHF Legal Journal. It is the eighth issue, and the listed cases concern mostly the previous season.

This season, same to the one before it, was again special for two reasons: the first was the Covid-19 pandemic, which, although has subsided considerably, has nevertheless continued to impact in various ways the conduct of the games and create legal cases. The second one, was the outbreak of a war on the European continent for the first time after seventy-seven years, which inevitably affected all sports including the European handball. The EHF Court of Handball dealt with legal cases related to both above reasons as well as with several others - some of which are of particular legal interest- such as anti-doping violations, match result protests or player's eligibility, complex transfer issues, administrative infringements, etc.

A selection of such cases is quoted in this issue and we hope that reading them will contribute both to a better understanding of how the EHF legal system works, and to the principles that are always applied decision-making process: confidentiality, impartiality, neutrality and independence.

I would like to express my deepest thanks to all those who have contributed to this excellent piece of work either on the administrative, or in the decision-making level.

I wish you a pleasant and constructive reading.

Yours sincerely,

Ioannis Karanasos
President of the EHF Court of Handball

Dear handball friends,

Any legal order is only as good as it can be enforced! Therefore, it is necessary to constantly evaluate and, if necessary, adapt not only the legal provisions themselves but also the enforcement provisions. This serves the interest of all parties concerned and should guarantee a well-functioning legal system. This was also the reason why individual provisions of the EHF Legal Regulations and the ECA Statutes were amended at the EHF Extraordinary Congress 2022.

In addition, the EHF Legal Bodies Journal is to provide insights into the work of the legal authorities and thus also contribute to the understanding and acceptance of the decisions. In this sense, I thank all members for their support in maintaining a legal system that is always adapted to the requirements.

I wish us all a successful season, hopefully unaffected by external influences.

Best regards,

Markus Plazer,
President of the EHF Court of Appeal

Statistics Season 2021/22

Number of decisions per body

Court of Handball	42
While acting as on-site body	30
Court of Appeal	5

Main categories of cases

Clothing	10
Exclusion	21
Advertising Set-up	2
Breach of regulations	18
Transfer/International Release	5
Match Result Protest	4
Withdrawal	2
Unsportsmanlike Conduct	11
Security	1
Other	3
Total	77

EHF COURT OF HANDBALL
Decision
Case n° 22 20728 1 1 CoH
4 March 2022

In the case against

Club Y

Panel

Andreas Thiel (Germany)
Yvonne Leuthold (Switzerland)
Shlomo Cohen (Israel)

*Failure to play matches; Decision not to travel;
Fine; Qualification for the EHF European Cup*

I. Facts

1. The first leg of the EHF European Cup Women 2021/22 quarter-finals (the “Competition”) between the Club X against the Club Y (the “Club”) was scheduled on 13 February 2022 (the “Match”) in Country A. On 11 February 2022, the Club informed the EHF BG Competition department of its national government advising against travel to Country A, and on the next day, it decided not to travel to Country A. On 13 February 2022, the Match was not played.

2. On 22 February 2022, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations, against the Club with regard to its failure to play the Match. On 25 February 2022, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the claim filed by the EHF. The Club was invited to send a statement in reply.

3. On 28 February 2022, the Club sent a statement of defence. The Club requested the EHF Court of Handball to deem the Club’s decision not to enter Country A to be correct due to *force majeure*. The Club stated that it complied with the highest level of warning of its national government, and suggested playing at

a neutral venue, which the Club X refused. The Club concluded by stating that the Match was postponed, not cancelled, at pointed to a match between Club Z and the Club W which was not cancelled but postponed, and requested a similar, non-discriminatory approach.

II. Decisional Grounds

Factual Background

1. After careful examination of all documents provided by the parties, it was confirmed and undisputed that the Club did not travel to Country A to play the Match.

Legal Bases

2. Article 12 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”

3. Article 17 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions), penalties may be suspended for reasons to be named by the administrative/legal bodies for a probation period to be specified, provided that the aim to be achieved by the decision can also be reached in this manner.”

4. Article 61, Chapter XIII “Legal Matters” – “Withdrawal (forfeit) and failure to play a

match” – of the Regulations provides as follows:

“By entering the EHF European Cup, a club agrees to enter all rounds resulting from the match system.

A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points.

Any withdrawal after the official entry date of the competition (06 July 2021 at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties.

Failure to play a match or late arrival at the venue of a match is regarded as a withdrawal (force majeure situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties). The EHF has the right but not the duty to replace a team which withdraws or is regarded as withdrawn from the competition after the competition has started.”

5. Article B.8 of the EHF List of Penalties states as follows:

“Failure to play a match through a fault attributable to a team (national or club team) Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners.”

The Court’s assessment

6. The Panel considered that the Club was compelled to travel to Ukraine to play the Match and by failing to do so, in accordance with the aforementioned regulations, the result of the Match must be considered as a loss for the Club. In addition, the Club was declared responsible for the payment of all damages and costs that occurred in relation to the cancellation of the Match.

7. However, while defining the type and extent of the possible sanctions to be imposed on the Club, the Panel agreed with the Club’s argument that the situation was unprecedented in the history of modern

Europe. Therefore, and in accordance with Article 12 of the EHF Legal Regulations, the Panel decided to consider the aforementioned elements as subjective elements to minimise a potential sanction.

8. The Panel also took into consideration the Club’s willingness to play the Match at a relocated venue in order to overcome its government’s notice advising against travel in the Match’s area, as extenuating circumstances, although the Panel specified that the EHF was not bound by governmental notices and that this advice from national governments could not, in general, exonerate clubs from their obligations, in this respect from the obligation to play matches of the Competition.

9. The Panel recalled that the situation in question was very special and deserved to be treated in a particular and specific way, and that this did not call into question the obligation of clubs to play all matches of the competitions they committed themselves to participate and to assume the responsibility and consequences of a breach of this obligation. Furthermore, the Panel stressed that the fine imposed on a suspended basis shall come automatically into effect should the Club commit a similar violation within the probation period and was independent from the initiation of further disciplinary proceedings in case of recurrence.

III. Decision

The result of the match between the Club X and the Club Y is 10:0 goals and 2:0 points.

A fine of €7,000 (seven thousand Euro) is imposed on the Club on a suspended basis for a probation period of two (2) years starting as of the present decision.

The Club Y is therefore qualified for the semi-finals of the EHF European Cup Women 2021/22.

EHF COURT OF HANDBALL
Decision
Case n° 21 20681 2 1 CoH
15 March 2022

In the case against

the Player X

Panel

Ioannis Karanasos (Greece)
André Hommen (Netherlands)
Matea Horvat (Croatia)

*Signature of two contracts during the same
period; Fine; Suspension; Probationary
Sanction*

I. Facts

1. On 22 July 2021, the National Federation A requested the European Handball Federation to issue an international transfer certificate in order to transfer the player X (the “Player”) from the Club X to the Club Y. On 2 August 2021, the National Federation B informed the EHF Transfer department that the Player was under contract with the Club Y until 31 May 2023.

2. On 22 September 2021, the Player was released, and an international transfer certificate confirming the Player’s transfer from the Club to the Club Y was confirmed by the EHF Transfers department and made available to both national federations involved. On the same day, the EHF requested the opening of disciplinary proceedings in accordance with 28.6 of the EHF Legal Regulations against the Player with regard to her decision to sign two contracts with two clubs during the same period. On 23 September 2021, the EHF Court of Handball officially informed the parties of the opening of disciplinary proceedings against the Player on the basis of the claim filed by the EHF.

3. On 30 September 2021, the Club Y sent a statement of defence in which it stated that it did not want any conflictual situation with the Club X and that it believed that the Player was free when she signed her contract. The Club Y exposed the fact that the Player alleged that she did not receive her salary for several months and had to leave her apartment, thus she terminated her contract with the Club X. As the Player was in a distressed situation, the Club Y offered to hire her, in her interest. The Club Y considered that neither they nor the Player committed any fault in the view of the Club’s X behaviour.

4. On 4 October 2021, the Player sent a statement of defence as well as her employment contract with the Club X. The Player did not deny having signed an employment contract with the Club X. However, The Player explained that after joining the Club X, she experienced situations where the Club X acted in breach of its contractual obligations such as the non-payment of her salary in a timely manner. The Club X was also responsible for taking care of the Player’s accommodation, but she received an eviction letter from a landlord because the Club did not fulfil its obligations. The situation has only worsened after the Player addressed these issues with the Club X. The Player argued that, therefore, as an employee, requested an early termination of her contract. The email sent to the club by the Player’s representative was attached to the statement of defence. The Player stated that, despite having all rightful grounds to terminate the employment contract signed with the Club X (the “Employment Contract”), they refused to release the Player. The Player, as stated, took all necessary steps to terminate the Employment Contract. In order to secure the future as an international player, the Player seized opportunity to sign a contract with the Club Y.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, it was

confirmed and undisputed that the Player signed the Employment Contract with the Club on 19 January 2020; the Employment Contract was valid until 31 May 2023; the Club has failed to pay the Player's monthly salary on time, several times; the Player signed an employment contract with the Club Y on 25 June 2021.

Legal Basis

2. Article 8§2, i.e. Transfer Procedure, of the IHF Regulations for Transfer between Federations provides as follows:

"1. If a player concludes two or more contracts for the same period of time (except in case of a loan), the legally signed contract first proclaimed to the National Federation concerned shall be valid.

2. In such a case the IHF or the Continental Confederation concerned will institute disciplinary proceedings.

3. A professional player has the right to conclude a new contract with a new club for the time after expiry of the contract with his/her current club.

4. A player shall not change his/her club as long as his/her contract is valid. An early alteration and/or termination of a contract shall be subject to an agreement in writing by the contracting parties."

3. Article E.6 of the EHF Legal Regulations, i.e. Signing two or more contracts, reads as follows:

"Signing of two or more contracts for the same period by a player: Fine from €3.750 to €30.000/Exclusion/Suspension for up to 2 years."

4. Article 12 of the EHF Legal Regulations states as follows:

"Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the

type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed."

The Court's assessment

1. The Panel concluded that the Player's signing of the second contract constituted a violation of the IHF Regulations for Transfer between Federations, as well as a breach of the EHF Legal Regulations. As a result, the Panel deemed it appropriate to impose sanction in accordance with Article E.6 of the EHF Legal Regulations.

2. In accordance with Article 12 of the EHF Legal Regulations, the Panel considered all relevant objective and subjective elements, as well as mitigating and aggravating circumstances, when assessing the appropriate penalties and measures to be imposed on the Player. Specifically, the Panel took into account the Player's situation with the Club X, which had repeatedly failed to meet its contractual obligations including the timely payment of wages. The Panel emphasised that this fact does not excuse the Player from fulfilling her contractual obligations or allow her to unilaterally terminate a binding agreement, but chose to view it as a mitigating factor. The objective of the sanction is also to ensure that the Player abides its obligations and understands the seriousness of the violation at hand.

3. The Panel decided that the suspension imposed on a suspended basis shall come automatically into force should the Player commit a similar violation within the probation period and is independent from the initiation of further disciplinary proceedings.

III. Decision

The player X shall pay a fine of €3,750 for having signed two contracts for the same period.

A suspension of one (1) year is imposed on the player on a suspended basis with a probationary period of two (2) years starting from the date of the present decision.

EHF COURT OF HANDBALL
Decision
Case n° 21 20700 1 1 CoH
13 April 2022

In the case against

the Player X

Panel

Andreas Thiel (Germany)
Matea Horvat (Croatia)
Urmo Sitsi (Estonia)

*Anti-Doping Rule Violation; Suspension; Period
of Ineligibility*

I. Facts

1. On 27 November 2021, the EHF Anti-Doping Unit (“EAU”) submitted the player X (the “Player”) to a doping test, i.e. urine sample, within the course of the first leg of the EHF European Cup Men 2021/22 (the “Competition”) – Round 3 match between the Club X and the Club Y, which took place in Country A (the “Match”). The Player was part of the Club X (the “Club”).

2. On 22 December 2021, the EAU notified the Player of an adverse analytical finding based on the test report received on 21 December 2021 and performed by the WADA-accredited laboratory in Austria (the “Laboratory”) according to which the Player’s A-sample contained cocaine (also the “Prohibited Substance”). It was outlined that such a finding constituted an anti-doping rule violation (“ADRV”) according to Article 2.1 of the EHF Regulations for Anti-Doping (the “Regulations”). The Player was invited to submit any valid Therapeutic Use Exemption (“TUE”) he may have or to provide a statement as regards the situation in the absence of a valid TUE by 4 January 2022. Finally, the EAU reminded the Player of his right to promptly request the analysis of the B-sample or to acknowledge the reported violation.

3. On 24 December 2021, the Player sent a letter to the EHF whereby he admits to having resorted to taking cocaine, at a party with friends, five (5) days prior to the Match. The Player alleged that the Prohibited Substance was taken during an out of competition period and that therefore this did not affect or influence his performances during the Match. The Player requested a sanction in accordance with Articles 9.2.4 and 9.2.5 of the Regulations, i.e. a three (3) months period suspension.

4. On 7 January 2022, in accordance with Article 28.5 of the EHF Legal Regulations and Article 7.4.6 of the Regulations, the EHF referred the case to the EHF Court of Handball and requested the body of first instance to initiate proceedings against the Player, requested for the player to be provisionally suspended in accordance with Article 7.10.1 of the Regulation.

5. On 13 January 2022, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the claim filed by the EHF. On the same day, based on the decision of the Player to admit the use of the Prohibited Substance, and according to Article 7.10.1, the President of the EHF Court of Handball provisionally suspended the Player “from participating in EHF-sanctioned competitions prior to the final decision being reached. The provisional suspension will extend to all competitions, event or other activities that are organised, convened, authorised or recognised by any other handball body complying with the EHF Regulations for Anti-Doping and/or WADA Code”.

II. Decisional Grounds

Introduction

1. As regards the burdens and standards of proof, Article 3.1 of the Regulations states as follows:

“The EHF has the burden of establishing that an anti-doping rule violation has occurred. The standard of proof is whether EHF has

established an anti-doping rule violation to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation which is made. In all cases, this standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these Regulations or the Code place the burden of proof upon the Player or other Person alleged to have committed an anti-doping rule violation to rebut a presumption or establishing specified facts or circumstances, except as provided in article 3.2.2 and 3.2.3, the standard of proof is the balance of probability.”

A. Anti-Doping Rule Violation

2. Article 2.1 of the Regulations, entitled Presence of a Prohibited Substance or its Metabolites or Markers in a Player’s Sample, states as follows:

“2.1.1. It is each Player’s personal duty to ensure that no Prohibited Substance enters his/her body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Player’s part be demonstrated in order to establish an anti-doping rule violation under article 2.1.

2.1.2. Sufficient proof of an anti-doping rule violation under article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player’s A Sample where the Player waives analysis of the B Sample and the B Sample is not analysed; or, where the Player’s B Sample is analysed and the analysis of the Player’s B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player’s A Sample; or, where the Player’s A or B Sample is split into two (2) parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Player waives analysis of the confirmation part of the split Sample.

2.1.3. Excepting those substances for which a Decision Limit is specifically identified in the

Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in a Player’s Sample shall constitute an anti-doping rule violation.

2.1.4. As an exception to the general rule of this article 2.1, the Prohibited List, International Standards or Technical Documents may establish special criteria for reporting or the evaluation of certain Prohibited Substances.”

3. It is undisputed by the Parties and admitted by the Player that he committed an ADRV under Article 2.1 of the Regulations. Additionally, the compliance of the Laboratory with the applicable International Standard for Laboratories is also undisputed.

4. The Player’s A-sample conducted by the WADA-accredited laboratory revealed the presence of the stimulant cocaine, a prohibited substance listed under Class S6 of the 2021 WADA prohibited list (the “Prohibited List”) and prohibited in-competition (the “Prohibited Substance”). Hence, in accordance with the principle of strict liability, the mere presence of the Prohibited Substance in the A-Sample of the Player and the fact that it is not a threshold substance are sufficient to establish the ADRV.

B. Consequences

5. Pursuant to Article 4.2.3 of the Regulations, some substances on the Prohibited List have been identified as Substance of Abuse. The aforementioned article reads as follows:

“For purposes of applying Article 9, Substances of Abuse shall include those Prohibited Substances which are specifically identified as Substances of Abuse on the Prohibited List because they are frequently abused in society outside of the context of sport.”

6. Cocaine is listed under Class S6 of the Prohibited List relating to the Substance of Abuse; therefore Article 9 of the Regulations shall apply.

7. Article 9.2.5 of the Regulations states:

“If the Player can establish that any ingestion or Use occurred Out-of-Competition and was unrelated to sport performance, then the period of Ineligibility shall be three (3) months Ineligibility.”

8. According to the Appendix 1 of the Regulations:

“In-Competition: means the period commencing twelve hours before a single match or the first match of a tournament in which the Player is scheduled to participate through the end of such match/tournament and the Sample collection process related to such competition. [...]

Out-of-Competition: Any period which is not In-Competition.”

9. Hence, the Player has admitted that the use of the Prohibited Substance occurred five (5) days prior to the Match, which is considered as an Out-of-Competition period according to the Regulations. The Panel noted that the result of the analysis of the Player’s A-Sample confirmed the Player’s statement as, according to the test report: “the presence of the stimulant of cocaine and a metabolite was confirmed. The concentration of benzoylecgonine and cocaine are 110 ng/mL and 1.7 ng/mL respectively.”

10. Furthermore, in accordance with the guidance note for anti-doping organisations on substances of abuse under the 2021 World Anti-Doping Code, equivaling to the Substance of Abuse under the Regulation, the analytical concentrations reported by WADA-accredited Laboratories should be interpreted as follows:

“• For Cocaine:

The following situations should be considered most likely to correspond to an In-Competition use of cocaine:

- Presence of cocaine parent compound at an estimated urinary concentration above (>)10 ng/mL; or*
- Presence of benzoylecgonine (main metabolite of cocaine) at a urinary*

concentration above (>) 1000 ng/mL combined with the presence of cocaine parent compound between (\geq) 1 ng/mL and (\leq) 10 ng/mL.”

11. Consequently, the Panel confirms that the Player has established that the use of the Prohibited Substance occurred Out-of-Competition and was not related to sport performance, therefore, in accordance with Article 9.2.5 of the Regulations, the period of ineligibility shall be three (3) months.

C. Commencement of the period of ineligibility

12. Article 9.13 of the Regulation, entitled Commencement of period of Ineligibility, states as follows:

“Except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed.”

13. The Player, in its statement sent on 24 December 2021, quickly admitted the violation. The letter was sent within the deadline provided by the EAU and the Anti-Doping Rule Violation notification.

14. Article 9.13.2 of the Regulations, entitled Timely Admission, provides as follows:

“Where the Player or other Person promptly (which, in all events, for a Player means before the Player competes again) admits the anti-doping rule violation after being confronted with the anti-doping rule violation by the EAU, the period of Ineligibility may start as early as the date of Sample collection or the date on which another antidoping rule violation last occurred. In each case, however, where this article is applied, the Player or other Person shall serve at least one-half of the period of Ineligibility going forward from the date the Player or other Person accepted the imposition of a sanction, the date of a hearing decision imposing a sanction, or the date the sanction is otherwise imposed. This article shall not apply where the

period of Ineligibility has already been reduced under article 9.8.3.”

15. The Panel decides that the period of ineligibility shall start as of the date of the decision of the provisional suspension, i.e. on 13 January 2022.

16. Furthermore, Article 9.13.3.1 related to credit for provisional suspension or period of ineligibility states:

“If a Player or other Person voluntarily accepts a Provisional Suspension in writing from EHF and thereafter respects the Provisional Suspension, the Player or other Person shall receive a credit for such period of voluntary Provisional Suspension against any period of Ineligibility which may ultimately be imposed. A copy of the Player or other Person’s voluntary acceptance of a Provisional Suspension shall be provided promptly to each party entitled to receive notice of an asserted anti-doping rule violation under Article 13.1.”

17. Since the provisional suspension imposed on the Player on 13 January 2022 has been respected, the Player received a credit for such period in accordance with Article 9.13.3 of the Regulations. Hence, the period of ineligibility commenced on the aforementioned date, i.e. 13 January 2022, and the provisional suspension already served by the Player until the date of the decision was credited against the three (3) months period of ineligibility. It was decided that the period of ineligibility will end on 13 April 2022.

III. Decision

The Player has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility of three (3) months, starting from 13 January 2022. The period of provisional suspension imposed on the same day will be credited.

EHF COURT OF HANDBALL
Decision
Case n° 21 20689 1 1 CoH
29 June 2022

In the case against
the Handball Federation of Country X

Panel

Ioannis Karanasos (Greece)
André Hommen (Netherlands)
Yvonne Leuthold (Switzerland)

*Advertising Set-Up; Non-Authorised
Advertisings; Fine*

I. Facts

1. On 6 October 2021, the Handball Federation of Country A (the “Federation”) hosted the Women’s EHF EURO 2020 Qualifiers (the “Competition”), Round 1 match against Country B (the “Match”).

2. On 22 October 2021, the EHF requested the Court of Handball to initiate legal proceedings against the Federation for having placed unauthorised advertisement boards across the venue in violation of Articles 27.9, 27.10 and 27.11 of the Women’s EHF EURO Qualifiers Regulations (the “Regulations”) within the frame of the Match.

3. On 25 October 2021, the Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court.

4. On 2 November 2021, the Federation filed a statement in which it claimed that this kind of advertisement was common in this hall and the staff responsible of the set-up was not aware about the fact that they were not allowed to place it. Furthermore, during the technical inspection of the facility nothing was mentioned about the need to remove the advertisement. The Federation underlines that

the tarpaulins strategically cover windows through which light enters and often disturbs the broadcasting of matches via streaming or television, thus the advertisements fulfilled a structural function of the pavilion and this was also communicated to the EHF delegate. In addition, the Federation ensured the EHF Court of Handball that measures will be implemented in the future and similar infringement will not occur again.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, it was confirmed and undisputed that the unauthorised advertisement in form of advertisement boards across the venue was installed in the playing hall.

Advertising Set-Up

2. Articles 27.9, 27.10 and 27.11 of the Regulations states:

“27.9 The Host Federation is responsible for the correct set-up, removal and storage of all allowed

advertisings, including the Competition, the EHF and the EHF partners/sponsors advertising.”

“27.10. Floor advertising (stickers) and advertising on and around the playing court are allowed under the conditions defined herein. The affixing of advertising on any other position than the ones defined herein is strictly forbidden.”

“27.11. The Host Member must set-up the advertising on and around the playing court in accordance with the following requirements and the diagram to be found in Enclosure 5”

Sanctions

3. The Federation’s argument according to which the violation is due to the lack of the comments of the EHF delegate was deemed irrelevant as the Regulations define clearly the set-up requirements and the host federations

being bound by the provisions of the Regulations even before the EHF delegates' remarks. The Panel underlined that the creation of unauthorised advertising spaces constitutes a significant violation since it breaches the equal advertising conditions among participants defined in the Regulations to ensure an overall harmonious appearance of the Women's EHF EURO Qualifiers implemented to optimise the value of the competition. Furthermore, the size and location of the items made them clearly visible on TV.

4. As regards the Federation's explanation, the Panel assessed that the latter did not intend to violate the Regulations and will do its best in order to avoid such case in the future. Such an argument was relevant in order to define the extent of the sanction to be imposed and did not constitute a cause of exoneration. The Panel was of the opinion that understanding shall be shown to define adequately the extent of the sanction; the Panel noted that the violation occurred at an early stage of the Women's EHF EURO Qualifiers, i.e. first round of the competition which is hereby taken into account to mitigate the sanction.

5. However, the Panel noted that the Federation has already been sanctioned by the EHF Court of Handball for the occurrence of a similar infringement in a decision from 2020. In this respect, and according to Article 13 of the EHF Legal Regulations, the Panel decided to consider this violation as a recurrence and therefore counting as an aggravating circumstance.

6. In view of the foregoing, and according to Articles 6.1, 12.1, 13 and 14.1 of the EHF Legal Regulations, as well as Articles D.1 a) of the EHF List of Penalties, the Panel decided to impose on the Federation a fine of €3.000 (three thousand Euro).

III. Decision

The Federation shall pay a fine of €3.000 (three thousand Euro) for having placed non- authorised advertising items in the playing hall during the Match.

EHF COURT OF HANDBALL
Decision
Case n° 22 20731 5 1 CoH
30 June 2022

In the case against

Handball Federation A

Panel

Ioannis Karanasos (Greece)
André Hommen (Netherlands)
Matea Horvat (Croatia)

*Protest; Suspension from EHF activities; EXEC
Decision; Invasion; European Conflict*

I. Facts

1. On 24 February 2022, Country A launched an invasion of Country B. The EHF Executive Committee (the “EXEC”), following an extraordinary meeting, released a decision suspending all activities of the Handball Federation A (the “Federation”) within the EHF activities until further notice, due to the current situation (the “Decision”).

2. On 16 March 2022, the Federation submitted a protest before the EHF Court of Handball against the Decision and requested the EHF Court of Handball to take urgent provisional measures as to suspend the effects of the Decision as communicated in the Official Statement. Furthermore, the Federation requested the EHF Court of Handball to cancel the Decision as well as to instruct the EHF Executive committee to (i) take all necessary measures to organise, plan and conduct matches involving the Federation’s clubs and national teams in all competitions, in Country A or at least on neutral territory, (ii) to instruct the EXEC to restore the rights of all Federation’s referees, delegates, lecturers and commission members, (iii) to restore the Federation’s rights to hold the YAC16 EHF Beach Handball EURO and the Qualifiers Tournaments for the Beach Handball EURO 2022 in Russia, (iv) to assign all costs related to the procedure to the EHF, (v)

and to oblige the EHF to pay compensation for court and other costs to the Federation.

3. On 18 March 2022, the EHF Court of Handball officially informed the parties of the opening of legal proceedings on the basis of the protest filed by the Federation. For the sake of completeness, it was underlined that, due to the Federation’s request for preliminary measures and the urgency of the situation, the parties were provided two deadlines should they wish submit a statement, i.e. one concerning the requested preliminary measures and one concerning the regular proceedings.

4. On 22 March 2022, the EHF submitted a statement of defence which was communicated to the Panel as well as the parties involved. In the statement of defence, the EHF requested the EHF Court of Handball to reject the request for injunction of provisional measures as well as to reject the Federation’s protest filed against the Decision and to thus uphold the Decision. The EHF claimed that it was responsible for organising handball competitions in Europe and to carry its activities in a safe and equal way, including the personal integrity of all parties involved. The EHF stated that the current factual situation, i.e. the invasion, led to a situation whereby safe and equal conditions for the participation of all EHF member federations in the competitions, according to the EHF Statutes, were not existing anymore. Therefore, the EXEC, in reaction of the current factual situation and in accordance with Articles 1.3, 2.3 and 3.3.1. of the EHF Statutes, acted given the failure of the Federation to fulfil its obligation as to ensure the necessary safety and security of all parties involved, to remain included and participating in EHF activities. The EHF argues that the EXEC is the competent body, according to the aforementioned articles, to act when the proper running and organisation of competitions is in danger. The principles set out in the EHF Statutes as well as in the Olympic Charter, such as the principle of equal conditions, were significantly in danger. As a result, the EHF and in the present case the EXEC was, in order to ensure a fair and equal

participation of all parties involved in the EHF activities, required to take and implement measures weighing up the interests and the application of different principles.

5. On 24 March 2022, the EHF Court of Handball rejected the Federation's request to suspend the effects of the decision taken by the EHF Executive Committee, suspending the Federation from all EHF activities until further notice.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, it was confirmed and undisputed that the Country A government launched an invasion of Country B, and that the European Union has imposed sanctions against Country A, including economic and diplomatic measures such as banned from EU airspace.

Legal Bases

2. In accordance with Article 1.3 of the EHF Statutes:

"The EHF encourages friendship and mutual understanding among members, does not discriminate on the basis of politics, race or religion, and rejects any illegitimate practices in sports.

Contravention of these principles, be it through the rejection of referees, non-appearance at a match, failure to grant entry visas to players, managers, referees, EHF representatives, EHF functionaries and sports journalists, raising performance levels through the administration of forbidden substances such as doping, any kind of corruption, bribery or undue influence, including receiving, offering or accepting any kind of undue advantages or gifts, shall be subject to sanctions pursuant to EHF and IHF regulations."

3. Article 2.3 of the EHF Statutes states as follows:

"Members that fail to meet their obligations in spite of written admonition may be suspended by the Executive Committee."

4. Article 3.3.1 of the EHF Statutes provides as follows:

"The Executive Committee is the EHF's executive body. It is responsible for all tasks not expressly assigned to the Congress by law or statutes. It may delegate tasks to the EHF Office and to the Competitions Commission (CC), the Methods Commission (MC), or the Beach Handball Commission (BC) and appoint temporary working groups for special matters."

5. According to Article 5.1 of the EHF Statutes, entitled "The EHF Court of Handball":

"The EHF Court of Handball (CoH) is responsible at first instance for disciplinary adjudication within the framework of the EHF legal system and its member federations and associated federations, i.e. punishing violations of regulations including those of an administrative nature not under the competence of the EHF Office, for settling disputes between handball and/or EHF related entities and/or individuals, and for deciding upon any other issue relating to international handball competitions in Europe and/or EHF activities."

6. Articles 4 and 5 of the Fundamental Principles of Olympism state as follows:

"4. The practice of sport is a human right.

5. Recognising that sport occurs within the framework of society, sports organisations within the Olympic Movement shall apply political neutrality. They have the rights and obligations of autonomy, which include freely establishing and controlling the rules of sport, determining the structure and governance of their organisations, enjoying the right of elections free from any outside influence and the responsibility for ensuring that principles of good governance be applied."

7. Articles 25.1 and 25.2 of the EHF Legal Regulations state as follows:

“25.1. Parties may be all physical persons or legal entities able to demonstrate a prima facie legal or factual interest in a matter.

25.2. The EHF may be a party according to article 25.1 with all related rights, including the right to initiate proceedings, to appeal decisions and to file claim with the European Handball Court of Arbitration.”

Jurisdiction

8. On 22 March 2022 the EHF Executive Committee made a decision in response to the recent incident, namely the decision of the Country A government to invade Country B. However, the Federation disagreed with and contested the Decision. The Panel conducted a specific assessment to determine the competence of the EHF Executive Committee in issuing the Decision, as well as to evaluate the necessity and proportionality of the decision, taking into account the level of deprivation and discrimination invoked by the Federation.

9. The Federation argued that according to the norms of the EHF Statutes, EHF Executive Committee had not authority to issue the Decision, but the Panel agreed with the EHF's interpretation of the relevant provisions, including Articles 2.3 and 3.3.1 of the EHF Statutes, as well as Article 1.3 of the EHF Statutes.

10. The Panel noted that the decision of the Country A Government to invade Country B has resulted in a very high-risk situation that endangers the safety and security of participants in EHF activities, particularly during competitions. Additionally, the Federation's government has disregarded the obligations of friendship and mutual understanding among EHF members as outlined in the EHF Statutes, as its decision has affected the ability of another EHF member to participate in EHF activities.

11. In the light of the aforementioned observations, the Panel agreed with the EHF's argument that the of the Federation's membership by the EXEC was justified due to the Handball Federation A's failure to comply with its obligations. Given the fact that, according to Article 3.3.1 of the EHF Statutes, the decision making in such unprecedented fact was not expressly assigned to the EHF Congress, the Panel founded that the EHF Executive Committee was the competent body to take the Decision.

12. After having confirmed that the Decision was taken by the competent EHF body, the EHF Court of Handball assessed the necessity of the EXEC to take the Decision and whether the Federation's deprivation is proportionate to the consequences of the circumstances of the situation under review.

13. With regard to the Federation's arguments that the EXEC has taken a decision violating fundamental principles of sports and that the EHF discriminated against the Federation on the basis of politics, the Panel concluded that the Federation's government has officially taken the decision to invade Country B, as a result of which the EHF's activities, including the safe and secure organisation of competitions, have been undermined and challenged. The Federation, or at least its government, has violated the principles set out in the EHF Statutes, namely to ensure friendship and understanding among its members. By failing to do so, the Federation's government has deprived and prevented other members, such as the National Federation B, including its clubs and national teams, to participate in all EHF activities in a safe and secure manner.

14. The Panel considered the situation outlined above, as well as the violation of the principles laid down in the EHF Statutes and regulations, including the infringement of the Olympic Truce and the Olympic Charter, as a failure of the Federation to fulfil its obligations and thus its ability to participate in EHF activities. Therefore, the Panel considered that the Federation, being under the authority of its

national government, cannot invoke the respect of the fundamental principles of Olympism when the national government of Country A has acted in violation of the principles invoked and has put another EHF member in the situation of deprivation to which the Federation refers.

15. With regard to the Federation's argument that it was being denied its right to be heard, the EHF Court of Handball agreed with the EHF's argument that the factual situation was such that measures had to be taken urgently, in order to safeguard the competition and the safety and security of all participants in the EHF activities. Indeed, as stated in the condemnation and recommendations of the IOC Executive Board, published on 25 and 28 February 2022 respectively, whereby sports organisations were recommended to take urgent measures to protect the integrity of global sports and for the safety of all participants, and not to allow athletes of country A and or Country C's nationals athletes and officials to participate in international competitions. The Panel concluded that the Federation's right to be heard was respected and was not denied.

16. The Panel agreed with the arguments presented by the EHF with respect to the prevalence of its primary obligation to maintain and safeguard the safety of all stakeholders when participating in EHF activities, and this outweighs and preponderates over the deprivation of the Federation's personal and private interests. The Panel recognized that the suspension of the Federation's membership may represent a significant detriment, however, when weighed against the general interest and personal integrity of all parties involved in EHF activities, the EHF Court of Handball concurs that the suspension of the Federation from all EHF activities is a proportionate decision from the perspective of the overall image of sports.

17. In the light of the above, and in accordance with Articles 12, 14, 16 and 22.3 of the EHF Legal Regulations, the EHF Court of Handball decided to reject the Federation's request. The

Panel considered that the EHF Executive Committee has rightly taken this well-founded Decision and that the decision of the EHF Executive Committee dated 28 February 2022 shall remain in force.

III. Decisions

The protest filed by the Handball Federation A is rejected and the decision of the EHF Executive Committee is upheld and remains in force.

The Handball Federation A is suspended from all EHF activities until further notice.

EHF COURT OF HANDBALL
Decision
Case n° 21 20692 4 1 CoH
08 July 2022

In the case against

the Club X

Panel

Sorin Laurentiu Dinu (Romania)
Shlomo Cohen (Israel)
Yvonne Leuthold (Switzerland)

*Advertising Set-Up; Floor Sticker; Unauthorised
Advertising; Fine*

I. Facts

1. On 19 October 2021, the Club X (the Club) hosted the first Round of the EHF European League Men 2021/22 (the Competition) against the Club Y (the Match).

2. On 29 October 2021, the EHF requested the EHF Court of Handball to initiate legal proceedings against the Club for having infringed, the obligation with advertising set-up, in particular with incorrect implementation of floor set-up, in violation among others of Articles 89.2.1 and 95.3 of the EHF European League Men 2021/22 Regulations (the "Regulations").

3. On 2 November 2021, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court.

4. On 5 November 2021 the Club sent an email whereby they regret the infringements they made and assured the EHF Court of Handball that they will be better prepared for the next matches.

5. On 15 November 2021, the Club sent pictures to the Panel showing the right fixation

of the floor stickers for their following match in the framework of the Competition.

6. On 18 November 2021, the EHF sent an additional statement whereby they requested the Panel to take into account the substantial improvements of the Club in all areas. According to them the Club was very cooperative, and they fixed all the issues mentioned in the previously provided feedback. The centre circle and the additional floor stickers were removed. The unauthorized advertisements on the LED boards were also removed.

II. Decisional grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, it was confirmed and undisputed that the Club used incorrect floor set up and promoted another competition with centre circle, as well as that the content on the balcony EABS system was not approved by the EHF Marketing, so the Club displayed unauthorised advertisements on its LED board.

Infringement and Sanction

2. Article 89.2 of the Regulations states:

*"Floor advertising
Floor advertising on the playing court and in the surrounding area marked with number 1 is reserved for EHF/M sponsors, partners and suppliers.*

Floor advertising on the playing court marked with number 2 is reserved and must be used for a maximum of four (4) of the eight (8) approved club sponsors."

3. Article 95.1.1 of the Regulations states:

"Production of floor stickers the production of the floor stickers of the approved club sponsors is in the responsibility of the home club. The costs to produce these floor stickers must be borne by the home club. Mandatory specifications and layouts for the club sponsor

floor stickers will be communicated by EHF/M. Layouts of club sponsor floor stickers must be approved by EHF/M prior to production. Floor stickers which do not meet the specifications or without prior approval of EHF/M will be refused by the EHF Marketing Supervisor, if nominated, on-site.

The floor stickers of EHF/M sponsors, partners and suppliers will be produced by EHF/M and provided to the clubs.”

4. Article 94.2 of the Regulations states:

“A unified EHF European League Men branding implies that advertising, banners or signage other than those authorized in the present regulations and/or by EHF/M and those related to security measures (e.g. exit signs) shall not be visible in the playing hall within the frame of EHF European League Men matches. Clubs shall therefore remove or cover any unauthorized advertising (e.g. unapproved club and/or arena partners), banners or other signage (e.g. letters, slogans, commercials) present in the playing hall with neutral branding or solid dark-coloured material.”

5. Article 94.2.2 of the Regulations states:

“Scoreboards, video cube, fascia boards, additional LED boards in case scoreboards, video cubes, fascia boards and/or additional LED boards are situated in the venue, it must be totally free from advertising. In case the advertising cannot be removed, it must be covered with neutral material.

Scoreboards, screens, video cubes, fascia boards and/or additional LED boards situated in the venue may display information relating to the event and may show official EHF/M sponsors, partners and suppliers. Informational or promotional content may be shown up until the start of the official entry ceremony resp. 10 minutes prior to the start of the match as well as during halftime until the teams re-enter the playing court and after the match.
(...)”

6. Article 95.3 of the Regulations states:

“Fixing of floor stickers

In case an EHF Marketing Supervisor is nominated, the fixing of the floor stickers must be carried out only under his/her supervision and approval. The floor stickers shall only be fixed on a cleaned and dry floor. The positioning and fixing of floor stickers shall be completed by a sufficient number of persons but at least 2 persons, provided by the home club free of charge.

In case no EHF Marketing Supervisor is nominated any specific instruction from the EHF/M, concerning the exact size and positions of the floor stickers must be implemented by the home club according to the provided floor advertising map.”

7. The Panel established that the Club had the obligation to install floor stickers in correct measurements and placement. In addition, another competition was promoted with the centre circle floor sticker whereas the placement of such sticker was prohibited by the EHF. Furthermore, the Club also displayed unauthorised advertising on its LED board. By not installing the floor stickers correctly, and by displaying unauthorised advertisements the Club violated the aforementioned obligations. The Panel underlined that the creation of unauthorised advertising spaces constituted a significant violation since it breached the equal advertising conditions among participants defined in the Regulations to ensure an overall harmonious appearance of the Competition implemented to optimise the value of the Competition.

8. As regards the Club’s explanation, the Panel was of the opinion that the latter did not intend to violate the Regulations and already did its best in order to avoid such cases in the future, as reported by the EHF. Such an argument for defining the extent of the sanction to be imposed and did not constitute a cause of exoneration. The Panel also noted that the violation occurred at an early stage of the Competition, i.e. first round which is hereby

taken into account to mitigate the sanction as well as the efforts made to make an improvement for the next matches.

9. In view of the foregoing, and according to Articles 6.1, 12.1, 14.1 and 17 of the EHF Legal Regulations, as well as Article D.1 a) and D.2 b) of the EHF List of Penalties, the Panel decided to impose on the Club a fine of €3.000 (three thousand Euro) regarding the incorrect floor set up and the violation of unauthorised advertising. Part of the fine, i.e. €1.500 (one thousand five hundred Euros) has been imposed on a suspended basis, which will come into effect should the Club commit a similar violation within 1 (one) year as of the issuance date of the decision.

10. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, the Panel recalled that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the amount of the fine.

III. Decision

The Club shall pay a fine of €3,000 for incorrect floor set up on the playing court and for having placed non-authorised advertising items in the playing hall.

Part of the fine, i.e. €1,500 is imposed on a suspended basis, which will come automatically into effect should the Club commit a similar violation within 1 year as of the issuance date of the decision.

EHF COURT OF APPEAL
Second instance Decision
Case n° 22 20684 2 2 CoA
15 March 2022

In the case against

Club X

Panel

Markus Plazer (Austria)
Ketevan Koberidze (Georgia)
Robert Czaplicki (Poland)

*Validity of international transfer certificate;
Signature of two contracts during the same
period*

I. Facts

1. On 22 July 2021, the Handball Federation A requested the European Handball Federation (EHF) to issue an international transfer certificate in order to transfer the player X (the “Player”) from the Club X (the “Club”) to the Club Y.

2. On 26 July 2021, the Handball Federation B informed the EHF Transfer department that the Player is still under contract with the Club until 31 May 2023. On 20 September 2021 the legal representative of the Club sent a letter to the EHF Office informing that the Player’s employment relationship with the Club was not terminated therefore the Club still holds lawfully the licence of the Player. Henceforth transfer of the license onto the Player is unlawful and her license was not lawfully settled in compliance with the Club’s national law.

3. On 22 September 2021, the Player was released, and an international transfer certificate confirming the Player’s transfer from the Club to the Club Y (the “ITC”) was confirmed by the EHF Transfers department and made available to both national federations involved (the Decision).

4. On 24 September 2021 the legal representative of the Club sent a letter to EHF requesting for the ITC since, according to them it was not enclosed to the letter dated 23 September 2021 sent by EHF to the legal representative of the Club. On 28 September 2021 the EHF replied that the EHF’s responsibility to inform clubs of the issuance of international transfer certificates. Indeed, these documents are released on the EHF Family e-transfers platform and the national federations concerned by the players’ transfers are informed on the issuance of the international transfer certificates. Therefore, the Handball Federation A had the obligation to inform the Club.

5. On 29 September 2022, the Club lodged an appeal against the Decision. The statement of appeal included among others the employment contract of the Player (the “Contract”) and the application for the establishment of unlawful termination to the competent Labour Court.

6. The Club argued that the transfer of the Player’s license was not lawfully settled in accordance with the Club’s national law, and that the Club remained the lawful holder of the Player’s licence. The Club underlined that the Player had concluded an employment contract with the Club on 19 January 2020 which is valid until 31 May 2023 (the “Contract”). Pursuant to the Contract, the Club had the right of disposition over the Player’s license during the term of the Contract.

7. The Club further emphasized that the Contract was unlawfully terminated by the Player, who claimed that wage for July 2021 had not been paid due to the Player’s failure to fulfil Player’s obligations regarding showing up and participating in trainings, which the Club argued was the Player’s own fault. As a result, the Club argued that the Player was not entitled to any wages. In order to settle this issue, the Club submitted a petition of appeal against the termination to the component national labour court. The Club alleged that the Player had concluded a new employment contract with the Club Y which constituted an offence in accordance with the EHF Legal Regulations.

8. The Club consequently requested the withdrawal and cancellation of the Decision and the adaptation of the Decision, as the Club maintained that they had been the lawful holder of the license. In addition, they requested that the sanctions described in article E.6. of the EHF List of Penalties be applied against the Player for signing two or more contracts.

II. Decisional Grounds

Factual Background

1. After careful examination of all statements and documents provided by the parties, it was confirmed and undisputed that the Player had signed the Contract with the Club on 19 January 2020; that the Contract was valid until 31 May 2023; that the Club had failed to pay the Player's monthly salary on time, several times; that the Player had signed an employment contract with the Club Y; that the ITC was legally issued by the EHF transfer department on 22 September 2021; and that the dispute between the Club and the Player had continued before the competent national court in Club's country.

Legal Bases

2. Article 3.1.3 of the attachment 1 of the Transfer Procedure, of the IHF Regulations for Transfer between Federations (the Regulations) provides as follows:

"3.1.3. A professional player shall be eligible to play for the new federation upon confirmation of his/her International Transfer Certificate by the IHF (with a copy to the releasing and the releasing federations). The following procedure applies:

- 1. Transfer request to be filled in completely (official form is obligatory).*
- 2. Proof of payment of the transfer fee of CHF 1,500.-- each to the releasing federation and to the IHF or the corresponding Continental Confederation*
- 3. Transfer certificate (completely filled in) to be sent to the IHF as well as to the receiving*

federation (Note: no player eligibility for the player at this stage).

4. Review of the transfer papers and input into the IHF Players Database by the IHF.

5. Confirmation of the transfer certificate by the IHF and dispatch to the releasing and receiving federations. (It is only upon receipt of a confirmed transfer certificate that the player is eligible to obtain the national player license within the receiving federation.)"

3. Article VIII§2, i.e. Transfer Procedure, of the Regulations provides as follows:

"1. If a player concludes two or more contracts for the same period of time (except in case of a loan), the legally signed contract first proclaimed to the National Federation concerned shall be valid.

2. In such a case the IHF or the Continental Confederation concerned will institute disciplinary proceedings.

3. A professional player has the right to conclude a new contract with a new club for the time after expiry of the contract with his/her current club.

4. A player shall not change his/her club as long as his/her contract is valid. An early alteration and/or termination of a contract shall be subject to an agreement in writing by the contracting parties."

4. Following to Article 5.2 a) of the Player Eligibility Code of the IHF:

The National Federation must confirm eligibility:

a) if, in the case of a transfer from one federation to another, once the player is in possession of an International Transfer Certificate approved by the IHF and/or the Continental Confederation concerned, releasing him/her from the previous federation where he/she was eligible to play

5. EHF Statutes article 5.2:

"5.2. THE EHF COURT OF APPEAL

The EHF Court of Appeal (CoA) is responsible at second instance for disciplinary adjudication within the framework of the EHF legal system

and its member federations and associated federations, i.e. punishing violations of regulations including those of an administrative nature, for deciding upon issues relating to international player transfers between the member/associates federations as well as upon any other issue relating to international handball competitions in Europe and/or EHF related entities and/or individuals.”

The Court's Assessment

6. The Panel established that it remained undisputed that the issuance of the ITC did not violate the Regulations. In accordance with article 3.1.3, of the attachment 1 of the Regulations conditions have to be fulfilled in order to release such transfer certificate in case a professional player will be transferred to another club, falling into the territorial scope of application of another national handball federation within the continental federation.

7. After careful consideration the Panel founded that the conditions of the relevant article were fulfilled, especially after the release of the proof receiving the administrative fee by the Federation B relating to article 3.1.3, 2) attachment 1 of the Regulations as the Panel was informed by the EHF Transfer department. In addition, the Panel recalled Article 5 point 2a of the IHF Player eligibility code which says that the new Federation must confirm eligibility in case of an international transfer as quoted above.

8. As the Panel was informed, it therefore agreed with the email sent by the head of the EHF transfer department dated 21 September 2021 that an ordinary procedure should be applied in case of issuing the ITC and the Panel found the acceptance of the administrative fee set out in article 3.1.3.2 of the attachment 1 of the Regulations as a confirmation of eligibility by the Federation B.

9. The Panel also noted that no documents have been received from the releasing federation before the receipt of the ITC which indicated that the issuance of the ITC is

prevented by any reasons set out by the Regulations.

10. The Panel acknowledged that the competence of the CoA is not excluded to decide concerning the ITC if a player could assume that singular points of his/her employment contract were not complied with as long as the EHF Statutes and the applicable regulations give space for the CoA to do so. In particular, violations of general principles of law, such as violations of the fundamental rights of the European Union, must also be taken into account.

11. The Panel noted that in the case at hand the Club had failed to pay the contractually agreed salary and as a result of this the Player was encouraged by her legal representative to terminate the Contract. The Panel recognised that as a professional the Player depends on receiving salary on time. In addition, waiting for a decision from the competent civil court on the lawfulness of the Contract could take unreasonable amount of time and may hinder the Player's ability to pursue her/his profession. Thus, it was not reasonable for players to wait for a judgement of the competent civil court as this could lead to a restriction of their employment. For athletes, employment means not only maintaining their performance level, but also earning a salary for a living. In this regard the Panel sees the confirmation of the release of the ITC as an important aspect in securing the Player's earning capacity.

12. Hence, in the light of the foregoing the Panel found the decision of the EHF administrative body of first instance upheld and the appeal of the Club was rejected.

III. Decision

The appeal of the Club is rejected and the decision of the EHF administrative body is upheld.

EHF COURT OF APPEAL
Second instance Decision
Case n° 22 20728 1 2 CoA
23 March 2022

In the case against

the Club Y

Panel

Robert Czaplicki (Poland)
Milan Petronijevic (Serbia)
Ilona Tordai (Hungary)

*Failure to play matches; Decision not to travel;
Fine; Qualification for the EHF European Cup*

I. Facts

1. The first leg of the EHF European Cup Women 2021/22 quarter-finals (the “Competition”) between the Club X against the Club Y (the “Club”) was scheduled on 13 February 2022 (the “Match”) in Country A. Disciplinary proceedings were opened against the Club for having failed to play the Match.

2. A decision was rendered by the EHF Court of Handball on 4 March 2022 according to which:

The result of the match the Club X and the Club Y is 10:0 goals and 2:0 points.

A fine of €7,000 (seven thousand Euro) is imposed on the Club Y on a suspended basis for a probation period of two (2) years starting as of the date of the present decision.

The Club X is therefore qualified for the semi-finals of the EHF European Cup Women 2021/22.

The Club shall reimburse all damages and costs arising to the participants, the organiser, the EHF and/or their contractual partners upon proof of those damages and costs.

3. On 11 March 2022, the Club lodged an appeal against the aforementioned decision (the “Appeal”) for which proceedings were opened on the same day.

4. On 15 March 2022, the Club X sent a letter explaining that both clubs, in cooperation with the EHF, tried to find an agreement regarding the possibility to play the Match or to play both matches of the Competition in Country B. However, no agreement could be reached. The EHF emphasized that the EHF did not authorise the Club not to play the Match and that no official documents were provided by the Club to the Club X that could potentially justify the Club’s decision not to travel to Country A. Furthermore, the Club X stated that none of the consequences alleged by the Club, at the time the Match should have been played, occurred, so that force majeure could not apply. For all the above reasons, the Club X requested the EHF Court of Appeal to confirm the first instance decision.

5. The Club claimed that the EHF discriminated between clubs because the Match was not postponed whereas the EHF Champions League Men 2021/22 match between another Country A’s club and Club Z, scheduled on 17 February 2022, was postponed by the EHF on 14 February and relocated to be played at a different venue. The Club also argued that force majeure was applicable in this case as all elements, i.e. unforeseeability, externality and irresistibility were met.

6. The Club referred to the previous body cases of law, the decision of the EHF Court of Handball n°21 20672 1 1, dated 14 February 2021 whereby another club W could not be held responsible for not playing a DELO EHF Champions League 2020/21 match, due to bad weather conditions. The Club underlined that the Court of Handball considered that no fault was attributable to the club W and therefore no sanctions were imposed on the latter by the EHF Court of Handball. The Club also referred to the fact that the EHF Court of Handball deemed the non-played match to be a loss for the club W because there was no room to postpone the match at a later stage.

II. Decisional Grounds

Factual background

1. After careful examination of all documents provided by the parties, it was confirmed and undisputed that the Club did not travel to Country A to play the Match.

Legal Bases

2. Article 12 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”

3. Article 17 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions), penalties may be suspended for reasons to be named by the administrative/legal bodies for a probation period to be specified, provided that the aim to be achieved by the decision can also be reached in this manner.”

4. Article 61, Chapter XIII “Legal Matters” – “Withdrawal (forfeit) and failure to play a match” – of the Regulations provides as follows:

“By entering the EHF European Cup, a club agrees to enter all rounds resulting from the match system.

A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points.

Any withdrawal after the official entry date of the competition (06 July 2021 at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties.

Failure to play a match or late arrival at the venue of a match is regarded as a withdrawal (force majeure situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties). The EHF has the right but not the duty to replace a team which withdraws or is regarded as withdrawn from the competition after the competition has started.”

5. Article 6.2 of the Regulations provides the individual fixtures of the Competition and states as follows:

The playing period of each round is fixed by the EHF calendar. The official match days are Saturday and Sunday.

The exact playing day and the throw-off time of each game is subject to coordination between EHF/M, both participating clubs and the TV partners involved. The home club must use the official form for transmitting the requested information (date of the match, throw-off time, venue/name of the playing hall).

The clubs have to inform the EHF Office by the given deadlines:

[...]

Matches on any other day can only be held in case of an exceptional situation and following a decision taken by the EHF/M. All final decisions regarding fixtures lie with the EHF.”

6. Article B.8 of the EHF List of Penalties states as follows:

“Failure to play a match through a fault attributable to a team (national or club team) Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners”

The Court's assessment

7. The Panel agreed with the EHF Court of Handball with regard the determination of the fact that no restriction was in force at that time that could prevent the club from travelling to Country A to play the Match.

8. With regard to the Club's argument that the other matches were postponed by the EHF, the Panel stated that, in accordance with Article 6.2 of the Regulations, all final decisions regarding fixtures lie with the EHF. Clubs may approach the EHF and request the postponement of matches, the EHF may allow to do so, but there is no obligation for the EHF to automatically accept all requests. In the present case, the Panel notes that the EHF and the two participating clubs tried to find a solution for the Match to be played, but no agreement could be reached. The EHF confirmed the date and the venue of the Match - which is mandatory for all parties involved - and, in defiance of this decision, the Club took the decision not to travel.

9. While the Panel agreed with the Club's definition of force majeure, it disagreed with the Club's interpretation of it. Indeed, at that time, and as rightly ascertained by the EHF Court of Handball, travel was still possible, i.e. flights were still flying, and the Club's team was already in Poland. The EHF Court of Appeal recalls that the fact that one of these criteria is not met does not able the qualification of force majeure. Moreover, the Panel wishes to underline that the Club based its decision not to travel on a travel advisory from its government, which does not legally constitute a restriction preventing the Club to travel to the venue to play the Match if it so wished. Therefore, the EHF Court of Appeal considers that the decision of first instance rightly recognised that force majeure was not applicable in the present situation.

10. With regard to the Club's last argument that the EHF Court of Handball n°21 20672 1 1 decision dated 14 February 2022 did not impose any sanctions on the club W for not travelling to play a schedule matched due to

bad weather conditions, the Panel assessed the main factual discrepancies between the two cases are that in the body case law, the trip was really not possible because of the bad weather conditions, consequently all flights were cancelled last minute, and the Club W club could not travel. In the present case, on the contrary, travel was possible, but the Panel found that the Club took the decision not to travel, based on a non-compulsory advice from its government and this decision, although the Match has been confirmed by the EHF shall lead to the consequences foreseen in the EHF regulations.

11. On the question of the proportionality of the applicable sanction imposed on the Club by the EHF Court of Handball, the Panel considered that the first instance decision is proportionate in view of the seriousness of the violation at issue, namely the refusal to play a confirmed match, but weighted by the mitigating circumstances recognised by the EHF Court of Handball. The fact that the club was not excluded or suspended for next seasons of the Competitions and the fact that the fine was imposed on a suspended basis are appropriate to the special circumstances and respond to the Club's request for a fair decision.

III. Decision

The appeal of the Club dated 11 March 2022 is fully rejected and the decision of the EHF Court of Handball n°22 20728 1 1 CoH is upheld.

A fine of €7,000 (seven thousand Euro) is imposed on the Club on a suspended basis for a probation period of two (2) years starting as of the date of the first instance decision.

The Club X is therefore qualified for the semi-finals of the EHF European Cup Women 2021/22.